



Entered on Docket  
February 08, 2010

A handwritten signature in black ink, appearing to read "Bruce A. Markell".

Hon. Bruce A. Markell  
United States Bankruptcy Judge

JEFFREY G. SLOANE, ESQ.  
Nevada Bar No. 000784  
KRAVITZ, SCHNITZER, SLOANE &  
JOHNSON, CHTD  
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Attorney for Creditor/Movant  
STERLING INC.

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In Re:	)	In Proceedings Under
	)	Chapter 13
JOSE ROBERTO MARTINEZ	)	BK-S-09-21090-bam
	)	
Debtor.	)	Date: N/A
	)	

STIPULATED ORDER FOR AMORTIZED PLAN PAYMENTS  
TO BE PAID BY AND THROUGH THE TRUSTEE

IT IS HEREBY STIPULATED AND AGREED by and between JOSE ROBERTO MARTINEZ, (hereinafter referred to as "Debtor"), and his attorney, JORGE L. SANCHEZ, ESQ., the Trustee, RICK A. YARNALL, and Jeffrey G. Sloane, Esq. of the law firm of Kravitz, Schnitzer, Sloane & Johnson, Chtd., by and on behalf of Creditor, STERLING INC., (hereinafter referred to as "Creditor"), that:

1 WHEREAS the Creditor maintains a purchase money security interest for monies loaned  
2 for purchase of jewelry.

3  
4 WHEREAS the Debtor has an interest in and wishes to retain possession of said jewelry pursuant  
5 to Retail Contracts and Security Agreements dated on or about May 14, 2008 and December 24,  
6 2007, entered into between the Debtor and the Creditor;

7 NOW, THEREFORE, IT IS STIPULATED AND AGREED, that:

8 (1) The Chapter 13 plan shall pay the Creditor \$3,791.53 at 8% interest; said interest  
9 to commence and accrue from the date of filing.

10  
11 (2) The Creditor shall be paid amortized plan payments in the amount of \$76.88 per  
12 month by and through the Trustee, commencing on or before July 20, 2009, and on the 20th day  
13 of each month thereafter for sixty (60) months or until such time as the balance due and owing has  
14 been paid in full. The Trustee shall not be precluded from disbursing a greater sum per month in  
15 the event the circumstances may so allow. The Trustee, upon receiving the Order, shall disburse  
16 said payments to the Creditor at the following address:

17  
18 WELTMAN, WEINBERG & REIS, CO., L.P.A.  
19 Acct. No. \*\*\*6848  
20 P.O. BOX 93784  
CLEVELAND, OH 44101

21 (3) The Debtor shall maintain continuous insurance on said , in the sum sufficient to  
22 protect the Creditor's security interests for a period of time not less than and equal to the  
23 extinguishment of the Creditor's lien interest as to said . Furthermore, at all times that the Creditor  
24 maintains a lien on said , the Creditor shall be designated as the Loss Payee Beneficiary under the  
25 insurance policy maintained by the Debtor.

26 ///  
27  
28

1 (4) The fair market value of the identified in the declarations hereinabove is \$3,791.53.

2 (5) That upon dismissal or conversion, any monies held by the Trustee as amortized  
3 plan payments shall be disbursed to the Creditor.  
4

5 (6) The Debtor shall make timely Plan payments to the Trustee.

6 (7) Should the Debtor fail to timely make payments as set forth hereinabove; allow the  
7 insurance to lapse in contravention to the terms set forth hereinabove; fail to make timely Plan  
8 payments as set forth hereinabove; or encumber said jewelry and thereby affect the Creditor's lien;  
9 and subject to ten (10) days written notice to the Debtor and Debtor's counsel to cure said default,  
10 the Creditor may submit to the Court an Ex Parte Order Lifting Stay.  
11

12 (8) That a conversion of this case to a Chapter 7 case shall be considered a breach of  
13 this order and subject to a 10-day notice to cure all the existing contractual arrearages due and  
14 owing.  
15

16 (9) In the event the Debtor cure the delinquency pursuant to the 10-day notice, the  
17 Debtor shall pay the Creditor \$100.00, along with the payment of the delinquency, as and for  
18 attorney's fees for having to send the 10-day notice to the Debtor and/or Debtor counsel.

19 (10) Should the stay be terminated, the Debtor shall immediately surrender the above-  
20 described to the Creditor.

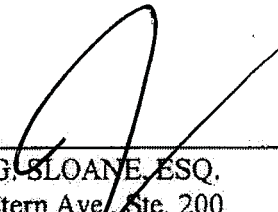
21 (11) That this Stipulated Order shall survive confirmation and shall supersede any terms  
22 to the contrary as set forth in the Confirmation Order and Plan.  
23  
24  
25  
26  
27  
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(12) Unless and until the Debtor violate any of the contingencies contained herein, the automatic stay shall remain in effect.

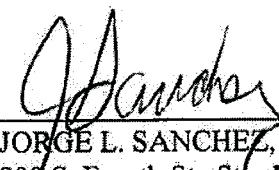
DATED this 5 day of Feb, 2010.

KRAVITZ, SCHNITZER, SLOANE &  
JOHNSON, CHTD.

BY

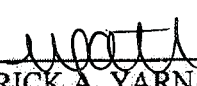
  
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BY

  
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APPROVED AS TO FORM/CONTENT:

BY

 1-27-10  
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